

TRANSACTION BOOK INDEX

Boeing Realty Corporation/Harbor Gateway Center/
RREEF Investments
December 20, 2002 (Closing Date)

1. Agreement for Purchase and Sale of Real Property and Escrow Instructions
2. First Amendment To Agreement for Purchase and Sale of Real Property
3. Second Amendment To Agreement for Purchase and Sale of Real Property
4. Assignment and Assumption of Purchase Agreement (in favor of Knox Partners LLC; plus Knox Authorization Actions)
5. Escrow Instructions dated December 20, 2002
6. Escrow Agreement (Holdback)
7. Gap Indemnity Agreement and NY Closing Instruction
8. Final Escrow Seller's Settlement Statement (12/20/02)
9. Grant Deed
10. Master Covenant and Agreement
11. Declaration and Agreement to Comply with Certain EDA Requirements
12. 1099 Designation
13. Certificate of Non-Foreign Status (Federal Income Tax)
14. Seller's State Tax Withholding Certificate
15. Owner Affidavit
16. NFA Letter (Shallow Soils, Parcel C, 12/6/02)
17. Estoppel Certificate dated as of 7-28-04

BRC\RREEF\CLOSEDOX\TRANSIND.1
01/10/03 (1)

November 3, 2002

Mr. Mario Stavale
Boeing Realty Corporation
15480 Laguna Canyon Road #200
Irvine, CA 92618

RE: Harbor Gateway Due Diligence

Dear Mario:

Pursuant to Paragraph 1.3 of the Purchase & Sale Agreement, on October 21, 2002 Bob Jacob of HPA forwarded architectural elevations, detailed site plans and conceptual landscape plans per your request to Del DeRevere Architects for the required "Sellers Review" of Buyer's improvement plans. It is our understanding that the City E.D.A. requirement to approve Fremont/RREEF as the Buyer as well as our future buyers has been waived. Please forward documentation of this waiver as soon as it is available.

Are there any other conditions of approval (C.O.A) adopted by the City in connection with tract Map No. 52172 filed 10/01? We received the conditions of approval for (VTM) vesting tract Map No. 52172 approved in 1997 and revised in 1999. Are there any other C.O.A. adopted in conjunction with the later recorded tract map (which covers only Phase 3 of the 170 acre site covered in the VTM)?

We request a copy of the recorded covenant regarding implementation of the project mitigation monitoring program which is referenced in the C.O.A. No. 12 for the VTM 52172.

Is the Buyer (Fremont/RREEF) or Seller (Boeing) responsible for merging or eliminating the lot lines? Does this lot merger trigger a new City site plan review? We also need verification that our buildings, which exceed 250,000 square feet each do not trigger the need for a C.U.P. from the City.

We request a copy of the traffic mitigation plan and any other documentation that explains the specifics C.O.A. No. 10 (Department of Transportation). We need to

confirm that Buyer can obtain permits to build and certificates of occupancy for future tenants to occupy the completed premises without all of this mitigation work being completed by Seller.

We also request documentation to confirm that building permits can be pulled, certificates of occupancy will be issued to future tenants and truck traffic can occur without the completion of the rail crossings.

Finally, please forward a complete copy of the final fully executed EDA document once one is available to Donald Berger. The EDA we are currently reviewing indicated many areas of concern. We need to verify that Buyer (RREEF/Fremont) and future tenants do not have as much compliance to contend with as indicated in the draft E.D.A.

Condition of approval No. 10 also discusses a restriction of new construction until soil remediation reaches a level satisfactory to the regulatory agencies. We need documentation that indicates we can pull a grading/building permit within 3 months of closing escrow.

Thank you for your efforts in this matter. Please contact me if you have comments or questions.

Sincerely,

Eric Knirk

cc. Steve Hoy – FA Construction
Dwight Merriman – RREEF
Donald Berger – Morrison & Foerster

ISSUES TO DISCUSS WITH BOEING

NOVEMBER 5, 2002

1. EDA Agreement

- (a) Requirement that Buyer and tenants provide:
 - (i) Civil Rights Certification (Form V-8)
 - (ii) Employer's Non-relocation Certification (Form VII-A-6a)
 - (iii) Current and Projected Employee Data (Form ED-612)
 - (iv) Remedies for breach
- (b) Section 303(H): "Developer shall comply with applicable EDA policies..."
 - (i) Attachment 5
- (c) Section 1007: Agreement is binding on "successors in interest, transferees and assigns"; references to Developer apply to all transferees, assigns or others "who have acquired an interest..."
- (d) Certificate of Compliance
 - (i) What is effect (limits application of transfer notice provision and right of first refusal; what else??)
 - (ii) Timing
- (e) Timing for construction of EDA Project
- (f) Assignment and Assumption Agreement, Section 1(e): Owner's Association assumes: "all of Assignor's rights and obligations under contracts and/or agreements pertaining to the Francisco Railroad Crossing and Knox Railroad Crossing that may exist from time to time with the City and with the applicable railroad company."
 - (i) Application to EDA Agreement
 - (ii) What repair and maintenance obligations are assumed by Owner's Association
 - (iii) Budget for Assessments
- (g) Estoppel Certificate from City
- (h) Estoppel Certificate from EDA

only insurance & maintenance

2. Conditions of Approval/Tentative Map

- (a) Condition 11: land use on site limited to that delineated in chart
 - (i) Chart does not seem to track with final Vesting TM or Tract Map; fewer lots, square footage etc.
 - (ii) Is revision necessary? What procedure?
- (b) Agreement with Department of Transportation regarding phasing of improvements (Condition 10)
- (c) What improvements need to be completed before building permits issued?
- (d) Status of implementation of Phase II recommendations (Risk of Upset, No. 2)
- (e) No building permits for construction of new structures on any portion of the project site in which soil contamination exceeding regulatory action levels until remediated to the satisfaction of appropriate regulatory agency (Risk of Upset, No. 3)
 - (i) Does comfort letter suffice?

3. Tract Map

- (a) Site Plan contemplates construction of building across lot lines
 - (i) merger or lot tie
 - (ii) effect on entitlements, including Condition 11

4. Site Plan Review/CUP for Major Projects

- (a) Written evidence of exemption

5. Miscellaneous

OCT 9 2002

***Conceptual Design Review
Fremont Harbor Gateway***

15253 Youngwood Drive
Whittier, California 90605

Phone 562/464-6710

Fax 562/464-6712

E-Mail fuen2779@gte.net

October 2, 2002

Mr. Mario Stavale
Boeing Realty Corporation
15480 Laguna Canyon Rd. - Ste. #200
Irvine, CA 92618

**Subject: Fremont / Reef Harbor Gateway Phase II
HPA Project No. 2230**

Dear Mr. Stavale:

Per HPA's request, Fuentes Design Group has reviewed the conceptual design package for the Fremont Harbor Gateway Phase II package consisting of the following documents: HPA's site plan dated July 23, 2002, Thienes Engineering's conceptual grading plan dated September 7, 2002, and Wilson Associates' conceptual landscape plan dated July 29, 2002, for compliance with the June 2000 Harbor Gateway Business Park Association's Design Guidelines. The plan is in general conformance with the design guidelines. Listed below are items based on the guidelines that need to be addressed.

Site Coverage:

1. Item 4.2.1 - F.A.R. may not exceed limits set forth within the purchase and sale agreement. This issue will need to be checked by Boeing.

Building Heights:

1. Item 4.3 - Building heights need to be indicated on the drawings.

Parking:

1. Item 4.7.6 - Parking setback shall be 25' + 2.5' (for overhang) from face of street curb. Provide dimensions on drawings. It is also recommended that the excessive landscaping within the setback along the street at the office corners of Building A be moved to adjoin the building. This will help soften building.
2. Item 4.7.2 - Indicate ADA, car pool, motorcycle, and bicycle parking stalls.

Mr. Mario Stavale
Boeing Realty Corporation
October 2, 2002
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Service Areas:

1. Item 4.8.1 - Provide screen walls to screen truck yard at the north and south sides of the site between buildings. Walls shall be a minimum of 10' high.

Grading:

1. Item 4.9.4 - Provide 3:1 mounds along all streets per streetscape guidelines (4.4.1).

Utilities:

1. Item 4.10 - None shown on plan. Once type and locations are determined, they shall be screened.
2. Provide detailed information on monitoring wells and vents. Screen if above grade.

Walls and Fences:

1. Item 4.11.3 - Screen wall to truck yard shall be a minimum of 10'.

Property Lines Landscaping:

1. Item 6.4.2 - Provide trees along the easterly property line.

Plant Selection:

1. Conceptual landscape plan was provided. As this plan develops, tree types and sizes will need to be shown.

If you have any questions, please call me.

Sincerely,
Fuentes Design Group

Manuel R Fuentes